



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, DECEMBER 8, 2020, 4:30 PM

Virtual meeting. Public may join via Zoom.

AMENDED

A. Zoom Meeting Information.

- I. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. Roll Call.

- I. Members: Ald. Barbara Dorff, Ald. Veronica Corpus-Dax, Ald. Bill Galvin & Ald. Brian Johnson.

C. Approval of the Agenda.

D. Approval of Minutes.

- I. Approval of the Finance Committee minutes from the November 17, 2020 meeting.

E. Regular Business.

- I. For consideration with possible action to approve the Axon Officer Safety plan 7+ five-year agreement to not exceed \$2,707,837 contingent upon Law Department review and approval.
2. Request for approval to purchase a used tractor replacement from Service Motor Company for \$41,750.
3. For consideration with possible action the distribution of required communication from new auditing firm Baker Tilly US, LLP.
4. Resolution for state trust fund loan for \$340,000 (financing reevaluation assessment service for the City 2020-2022) approved at the Common Council meeting November 10, 2020.

5. To refer to staff a request by Ald. Wery to the Finance committee which states: "Due to ongoing reasons of 'inadequate staffing' and 'prioritizing of tasks' in our Law Dept, I am requesting we hire City Ethics Inc, or a similar qualified party, to draft revisions to the city's Code of Ethics and Code of Conduct as recommended in their 2018 findings paid for by the City of Green Bay" with request that they return to the next Finance committee meeting with an approximate window of how long it will take to complete the project internally in addition to providing recommended actions should we need to outsource the service. Motion carried.
6. For consideration and possible action on the status of pending litigation in Harris v. Meves et al.

The Committee/Council may convene in closed session pursuant to Section 19.85(1)(g) Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee/Council may, thereafter, reconvene in open session pursuant to Section 19.85(2) Wisconsin Statutes to report any actions taken during the closed session and to consider all other matters on the agenda.

7. Report of the Claims Committee.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

F. Informational.

1. 2020 Contingency Account \$26,561.45.
2. The next Finance Committee meeting for the 2021-2025 CIP / 2021 borrowing will be on Tuesday January 5, 2021 at 4:30 PM.
3. The next Finance Committee meeting for regular business and CIP/2021 borrowing follow-up will be on Tuesday January 12, 2021 at 4:30 PM.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

- 3) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this Finance Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



Finance Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82842638158?pwd=eFZJaU1hTzdrbUNXU0kyWVplQTlwUT09>

Meeting ID: 828 4263 8158

Passcode: 009319

One tap mobile

+19292056099,,82842638158#,,,,,0#,,009319# US (New York)

+13017158592,,82842638158#,,,,,0#,,009319# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 828 4263 8158

Passcode: 009319

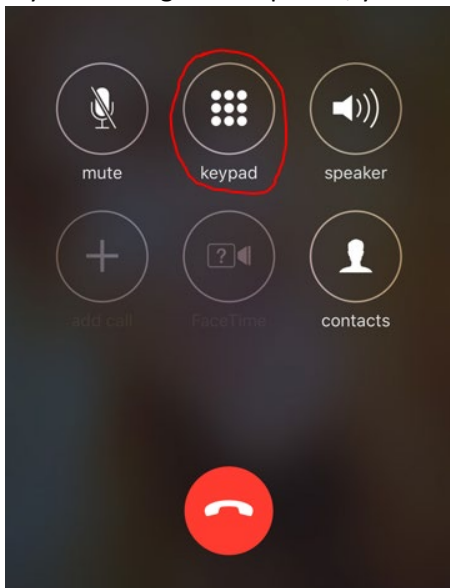
Find your local number: <https://us02web.zoom.us/j/82842638158?pwd=eFZJaU1hTzdrbUNXU0kyWVplQTlwUT09>

Additional Information

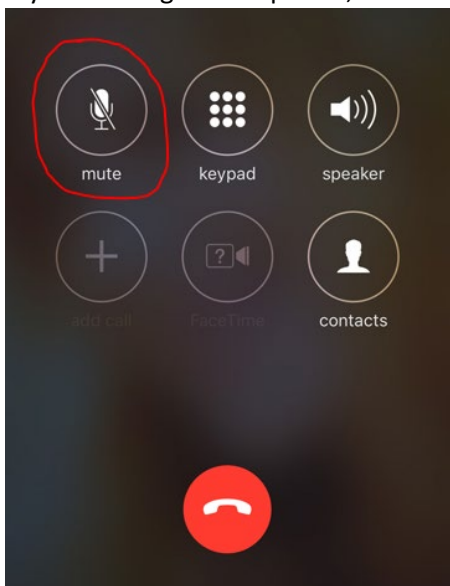
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 8, 2020

PREPARED BY

AGENDA ITEM # E.I

For consideration with possible action to approve the Axon Officer Safety plan 7+ five-year agreement to not exceed \$2,707,837 contingent upon Law Department review and approval.

BACKGROUND

Summary of cost for the Officer Safety Plan 7+ package that bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together, to help equip officers with the solutions they need.

Body Camera	\$1,877,781
Tasers	\$ 534,708
Car cameras	\$ 295,349
TOTAL	\$2,707,838

Reference:

1. <https://www.ncjrs.gov/pdffiles1/nij/grants/251416.pdf> Las Vegas Metro Case Study. Pages 22-25 refers to the cost analysis and savings from implementing body cameras.
2. <https://www.sourcewell-mn.gov/cooperative-purchasing/010720-axn#tab-contract-documents> link for the Sourcewell contract/RFP.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Green Bay PD OSP7+ Summary - Final
2. Green Bay Police Dept. - WI - Final Quote (2)
3. The Benefits of Body-Worn Cameras_ New Findings from Trial LA Metropolitan Police Department-summary
4. Green Bay MSPA Axon internal

OFFICER SAFETY PLAN 7+ FIVE-YEAR QUOTE SUMMARY

GREEN BAY POLICE DEPARTMENT

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 800.978.2737
December 2, 2020





OFFICER SAFETY PLAN 7+

Axon's [Officer Safety Plan 7+](#) (OSP) package bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together, to help equip your officers with the solutions they need. Whether easing your administrative burden back at the station or protecting your officers in the field, Green Bay PD will receive the following program features and products to help you meet your goals.

HARDWARE COMPONENTS

- ▶ 150 [TASER 7 CEWs and Battery Packs](#)
- ▶ 2 TASER 7 Docks and Wall Mounts
- ▶ TASER 7 Cartridges
 - ▶ Includes Field Use, Inert, Hook and Loop Training (HALT), Training Live, and Duty Replacement Live cartridges
- ▶ HALT Suit, Target, and Target Frame
- ▶ [Oculus Go Headset](#)
- ▶ [Axon Body-Worn Cameras](#) w/ Two Upgrades
- ▶ 190 Axon Body-Worn Cameras
- ▶ 24 8-Bay Docks and Wall Mounts w/ Two Upgrades
- ▶ 1 [Body-Worn Camera Mount per Camera](#)
- ▶ 190 [Axon Signal Sidearm](#)

SOFTWARE COMPONENTS

- ▶ 150 Axon Evidence Taser 7 User License
- ▶ 2 Axon Evidence Taser 7 Admin License
- ▶ 190 [Axon Evidence Professional Licenses](#)
- ▶ 1 Axon Evidence Viewer Licenses
- ▶ 1 Redaction Assistant License
- ▶ 190 Axon Aware+ Licenses
- ▶ 190 [Axon Performance Licenses](#)
- ▶ 1 [Axon Citizen for Communities License](#)
- ▶ [Axon Capture](#) and [Citizen One-to-One](#)
- ▶ 190 [Axon Standards](#)
- ▶ **Channel Services**
- ▶ 500GB of Storage (Non-Axon Data)
- ▶ Unlimited Storage (Axon Data Only)

TRAINING & SUPPORT

- ▶ TASER 7 Instructor Course Vouchers
- ▶ TASER 7 Master Instructor Course Vouchers
- ▶ [Axon VR Empathy Training](#)
- ▶ Online Training Content
- ▶ Auto-Tagging Service

WARRANTIES & REFRESHES

- ▶ One-Year TASER 7 Manufacturer Warranties
- ▶ TASER 7 Extended Warranties
- ▶ Five-Year Axon Body-Worn Camera Warranty
- ▶ Five-Year Axon Dock Warranty
- ▶ Body-Worn Camera and Dock Refreshes

COST OVERVIEW	
OSP Program Length	Five Years
Refresh Schedule	Axon BWC – 30 & 60 months Axon Docks – 30 & 60 months Fleet – 60 months
Cost Per User Per Month	\$199
SAVINGS OVERVIEW	
Bundled Savings	\$618,000
Additional Discount	\$150,000
Axon/Packers Partnership Discount	\$168,690
Packers Contribution	TBD
TOTAL SAVINGS OFFERED	\$936,690

BILLING SCHEDULE	
Payment Year	Cost per Year (190 Officers) Including Fleet
Year 1	\$778,989
Year 2	\$307,316.25
Year 3	\$526,110.75
Year 4	\$547,710.75
Year 5	\$547,710.75
ESTIMATED TOTAL W/ TAX	\$2,707,837.50



DETAILED PROGRAM DELIVERABLES

HARDWARE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TASER 7 (Handles and Holsters)	X				
TASER 7 Battery Packs	X				
TASER 7 Docks and Wall Mounts	X				
Field Use and Inert Cartridges	X				
Training HALT Cartridges	X	X			
Training Live Cartridges			X		
Duty Cartridge Replenishment Plan (unlimited)			X		
HALT Suit, Target, and Target Frame	X				
Oculus Go Headset	X				
Axon Body-Worn Camera	X	X			X
Axon Body-Worn Camera, Docks, Wall Mounts, and Accessories	X	X			X
Axon Signal Sidearm	X				
SOFTWARE					
Axon Evidence Taser 7 User License			X		
Axon Evidence Taser 7 Admin License			X		
Axon Evidence Professional License			X		
Axon Evidence Viewer License			X		
Redaction Assistant			X		
Axon Aware+			X		
Axon Performance			X		
Axon Citizen for Communities			X		
Axon Capture and Citizen One-to-One			X		
Axon Records			X		
Axon Standards (Included with Records)			X		
Channel Services	X				
Storage*			X		
SERVICES					
TASER 7 Instructor Course Voucher			X		
TASER 7 Master Instructor School Voucher			X		
Axon VR Empathy and Online Training			X		
Auto-Tagging Service			X		
Axon Evidence Channel Services and Support			X		
WARRANTIES					
TASER 7 Manufacturer + Extended Warranties			X		
Axon Body-Worn Camera and Dock Manufacturer + Extended Warranties			X		

*Includes 500GB of storage for non-Axon data and unlimited storage for Axon data only.



IN CONCLUSION

By investing in our solutions as a bundle—versus a la carte purchases—Green Bay PD will receive an overall savings of \$936,690 over the span of a 5-year contract for 190 officers. This savings includes our preferred partnership pricing per our agreement with the Packers; however, the Packers' funding is TBD.

The Fleet (in-car) purchase is on the same quote and included in the price here, but not broken down in this summary.

For your convenience, we have also included a link to our [Axon's Master Services and Purchasing Agreement](#) for your review.

If you have any questions regarding our solutions or pricing, please contact:

AXON CONTACT

Axon Account Executive

Kelsey Donohue

480-430-0743

kelsey@axon.com

TASER CONTACT

TASER Account Manager

Todd Thueson

480-489-9680

tthueson@taser.com

Please note, to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Green Bay PD to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.

PROTECT LIFE





DETAILED PRODUCT OVERVIEW

\\WHAT'S INCLUDED

[TASER 7](#) – Receive Axon's latest TASER CEW—our most effective and connected device ever—and access to our TASER 7 Certification Plan that includes holsters, rechargeable batteries, cartridges, instructor and end-user training, and access to ongoing online and VR training content.

[OCULUS GO HEADSET AND TASER VR EMPATHY TRAINING](#) – Provides agencies with a low-cost, easily-accessible training option to support their Use of Force or Crisis Intervention training programs. Produced in collaboration with experts in crisis intervention as well as clinicians and behavioral analysts, Axon's VR-based content is delivered in 360-Video on an Oculus Go headset and provides trainees with a first-person point-of-view of both a subject in crisis and a responding officer in various scenarios

[AXON BODY 3 WITH AWARE](#) – Unlock added value with Axon's connected camera, Axon Body 3, where advanced imaging and audio meet real-time awareness. Additionally, OSP 7+ users benefit from an Axon Aware+ license that enables real-time alerts, live maps, and access to live streams from Axon Evidence and the Axon Aware mobile application.

[AXON SIGNAL SIDEARM](#) – Capture vital footage by adding a sensor to your holster that alerts your camera to start recording when a firearm is unholstered.

[AXON EVIDENCE](#) – Axon Evidence is a DEMS built to meet the demands of modern policing. Feature-rich, cloud-based, and scalable, our system makes it easy to manage, access, and share data, while maintaining security and chain of custody.

[REDACTION ASSISTANT](#) – Cut down redaction work significantly by letting the Redaction Assistant automatically detect and track the screens, license plates, and faces in a video.

[AXON PERFORMANCE](#) – Streamline supervisor reviews and measure your body-worn camera policy performance in near real-time, and identify areas to improve training and establish clearer policies.

[AXON CITIZEN FOR COMMUNITIES](#) – With Axon Citizen, you can invite individual witnesses, or the entire community, to submit photos and videos of an incident directly to your agency. One-to-one submissions and community-wide portals help get to the truth quickly.

[AXON CAPTURE](#) – A mobile application built for your smartphone to easily record photo, audio, and video evidence without leaving the scene.

[AXON CITIZEN ONE-TO-ONE](#) – Allows community members with pertinent evidence to make one-to-one submissions from the Axon Capture mobile application.

[AXON RECORDS](#) – Axon Records allow agencies to take advantage of automated workflows related to creating reports, responding to calls for service, engaging with community members, and bringing criminals to justice.

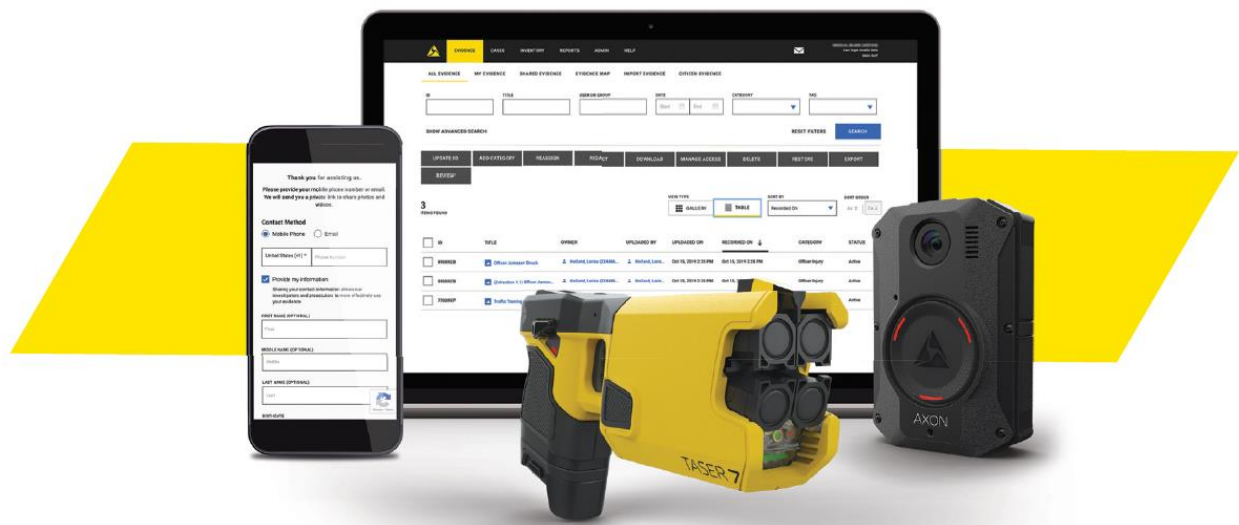


AXON STANDARDS – An Axon Records module designed to streamline report-writing for high-risk officer-involved events such as use-of-force, provide clear task delegation and automated reminders; and offer robust data management capabilities.

CHANNEL SERVICES – Unite your third-party data onto one centralized platform and migrate data from up to three sources into Axon Evidence.

AUTO-TAGGING – Take information from your existing CAD/RMS to automatically add metadata to your videos housed in Axon Evidence.

ABUNDANT THIRD-PARTY STORAGE – Store third-party data with 500GB of storage per license.





DEDICATION TO CUSTOMER SUCCESS

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. We are committed to providing Green Bay PD with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, additional training, consulting advice, or help with exchanging and returning equipment, our dedicated team is here for you. Through regular communication, our knowledgeable staff can offer Green Bay PD the support you should expect from a service provider. This support includes access to:

- ▶ **24/7 CUSTOMER SUPPORT** – Axon's full customer support division available via live phone support, 24 hours a day, seven days a week.
- ▶ **PROFESSIONAL SERVICES** – Experienced and skilled personnel who are involved in the implementation, development, deployment, management, and support of your Axon program
- ▶ **SALES ENGINEERS (SE)** – SEs own the technical aspects of the sales process and have the technical mindset which allows them to understand complex systems and solve intricate challenges involving hardware, software, and network issues
- ▶ **CUSTOMER SUCCESS MANAGERS** – Dedicated Axon personnel assigned per agency who communicate important operating system/firmware and hardware updates, identify day-to-day bugs, and address general issues, as well as fulfill hardware refreshes and deployment of new equipment, conduct quarterly business reviews with customers, and identify important customer feature requests
- ▶ **SUBJECT MATTER EXPERTS (SME)** – SMEs have vast experience in Axon products and an understanding of the complex issues that affect law enforcement around the world
- ▶ **ECOMMERCE** – Axon's online store available to clients for an expedited purchasing experience on smaller orders
- ▶ **CONSULTANTS** – Part-time expert consultants, made up of retired law enforcement leaders, who deliver service on smaller projects and serve as additional resources on large projects
- ▶ **AXON'S EXECUTIVE TEAM** – A leadership team with broad business and technology experience
- ▶ **AXON'S CEW TEAM** – A team of experienced CEW sales reps, engineers, and SMEs
- ▶ **CURRENT CLIENT EXPERIENCE** – Reference information provided by our current clients to demonstrate our experience working with agencies of similar size and scope of work
- ▶ **AXON ACCELERATE** – Axon's user conference brings members of the law enforcement community, technology leaders, and prosecutors together to learn how agencies can make policing more effective and efficient with Axon products
- ▶ **ACCOUNT MANAGEMENT HELP** – Available assistance when issues arise with an agencies account
- ▶ **LUNCH AND LEARNS** – Short informational sessions to share knowledge across and within different disciplines at Axon
- ▶ **LEARNING AND DEVELOPMENT** – Ongoing training courses that cover and promote proper software and hardware use and compliance

Our goal is to provide Green Bay PD with the necessary assistance to help make the most of the solutions you count on every day. With a network of resources dedicated and designed to meet the needs of law enforcement, Axon is here to help.





AXON

Green Bay Police Dept. - WI

AXON SALES REPRESENTATIVE

Kelsey Donohue
(480) 430-0743
kelsey@taser.com

ISSUED

11/24/2020



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-271536-44160.682KD

Issued: 11/24/2020

Quote Expiration: 12/15/2020

Account Number: 106256

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Kelsey Donohue
Phone: (480) 430-0743
Email: kelsey@taser.com
Fax:

PRIMARY CONTACT

Jason Bamman
Phone: 920-448-3037
Email: jasonba@greenbaywi.gov

SHIP TO

Jason Bamman
Green Bay Police Dept. - WI
307 S. ADAMS ST.
Green Bay, WI 54301
US

BILL TO

Green Bay Police Dept. - WI
307 S. ADAMS ST.
Green Bay, WI 54301
US

Year 1 - Unlimited 7+

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73687	EVIDENCE.COM VIEWER LICENSE	60	2	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	190	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	190	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9,500	0.00	0.00	0.00
73680	AWARE PLUS LICENSE	60	190	0.00	0.00	0.00
73681	AXON RECORDS FULL	60	190	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	60	190	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	190	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		190	699.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		190	0.00	0.00	0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		209	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		24	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		24	43.90	0.00	0.00
Other						
Unlimited 7+ 5 YEAR BUNDLE	Unlimited 7+ 5 YEAR BUNDLE	60	190	0.00	0.00	0.00

Year 1 - Unlimited 7+ (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	3,931.20	746,928.00
Citizen for Communities Not Required	Citizen for Communities Not Required		190	0.00	0.00	0.00
Redaction Assistant Not Required	Redaction Assistant Not Required		190	0.00	0.00	0.00
Not Eligible/Cust omer Declined Channel Services	Not Eligible/Customer Declined Channel Services		190	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	190	0.00	0.00	0.00
Evidence.co m Channel Services SMA Not Required	Evidence.com Channel Services SMA Not Required		190	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	24	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		24	0.00	0.00	0.00
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	2,615.25	2,615.25
85147	CEW STARTER		1	2,750.00	2,615.25	2,615.25
85144	AXON STARTER		1	2,750.00	2,615.25	2,615.25
85147	CEW STARTER		1	2,750.00	2,615.25	2,615.25
					Subtotal	757,389.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	757,389.00

Year 1 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	2	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	150	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	150	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		135	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		15	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		4	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		300	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		300	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		150	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		150	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		180	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		180	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		4	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		450	0.00	0.00	0.00

Year 1 - T7 Certification (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		450	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	144.00	21,600.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		4	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	150	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	150	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		4	0.00	0.00	0.00
					Subtotal	21,600.00
					Estimated Tax	0.00
					Total	21,600.00

Year 1 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	0.00	0.00
Hardware						
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	45	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		45	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	60	45	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		45	15.00	0.00	0.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	60	45	0.00	0.00	0.00

Year 1 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
80131	TRAIN INSTALLER OR INSTALL FACILITY, 2 DAYS ONSITE, PER SITE		1	6,000.00	0.00	0.00
11620	ADDITIONAL CUSTOM FLEET TRIGGER and INSTALLATION (1 PER)		90	99.00	0.00	0.00
WiFi Offload						
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	60	2	0.00	0.00	0.00
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		5	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		5	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00

Year 2 - T7 Certification (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	1,176.72	176,508.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	176,508.00
					Estimated Tax	0.00
					Total	176,508.00

Year 2 - Trade In Debit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20156	TASER 7 TRADE-IN TASER 60 PREMIUM		50	0.00	684.00	34,200.00
					Subtotal	34,200.00
					Estimated Tax	0.00
					Total	34,200.00

Year 2 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	2,146.85	96,608.25
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	96,608.25
					Estimated Tax	0.00
					Total	96,608.25

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73309	AXON CAMERA REFRESH ONE		190	0.00	0.00	0.00
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	1,965.60	373,464.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73689	MULTI-BAY BWC DOCK 1ST REFRESH		24	0.00	0.00	0.00
					Subtotal	373,464.00
					Estimated Tax	0.00
					Total	373,464.00

Year 3 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		300	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	576.00	86,400.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	86,400.00
					Estimated Tax	0.00
					Total	86,400.00

Year 3 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	1,472.15	66,246.75
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	66,246.75
					Estimated Tax	0.00
					Total	66,246.75

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	1,965.60	373,464.00
					Subtotal	373,464.00
					Estimated Tax	0.00
					Total	373,464.00

Year 4 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	720.00	108,000.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	108,000.00
					Estimated Tax	0.00
					Total	108,000.00

Year 4 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	1,472.15	66,246.75
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	66,246.75
					Estimated Tax	0.00
					Total	66,246.75

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73310	AXON CAMERA REFRESH TWO		190	0.00	0.00	0.00
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	1,965.60	373,464.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		24	0.00	0.00	0.00
Subtotal						373,464.00
Estimated Tax						0.00
Total						373,464.00

Year 5 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	720.00	108,000.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						108,000.00
Estimated Tax						0.00
Total						108,000.00

Year 5 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	1,472.15	66,246.75
Other						
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		45	0.00	0.00	0.00

Year 5 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	66,246.75
					Estimated Tax	0.00
					Total	66,246.75
					Grand Total	2,707,837.50

Discounts (USD)

Quote Expiration: 12/15/2020

List Amount	3,011,728.60
Discounts	303,891.10
Total	2,707,837.50

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - Unlimited 7+	757,389.00
Year 1 - T7 Certification	21,600.00
Year 1 - Fleet	0.00
Spares	0.00
Year 2	0.00
Year 2 - T7 Certification	176,508.00
Year 2 - Trade In Debit	34,200.00
Year 2 - Fleet	96,608.25
Year 3	373,464.00
Year 3 - T7 Certification	86,400.00

Summary of Payments (Continued)

Payment	Amount (USD)
Year 3 - Fleet	66,246.75
Year 4	373,464.00
Year 4 - T7 Certification	108,000.00
Year 4 - Fleet	66,246.75
Year 5	373,464.00
Year 5 - T7 Certification	108,000.00
Year 5 - Fleet	66,246.75
Grand Total	2,707,837.50

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Green Bay Police Dept. - WI

Quote: Q-271536-44160.682KD

Sold By:	Kelsey Donohue
Designed By:	Matthew Karsten
Installed By:	Customer
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Green Bay Police Dept. - WI
Total Configured Vehicles 45 Total Vehicles with this Configuration Video Capture Sources 90 Total Cameras Deployed 1 Axon Signal Unit(s) Per Vehicle Mobile Data Terminal Per Vehicle 1 Located In Each Vehicle Mobile Router Per Vehicle 1 Sierra Wireless MP70 @5Ghz Offload Mechanism - Wi-Fi Evidence Management System - Evidence.com  Axon Camera  Signal Unit  In-Car Router  Battery Box	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Sierra Wireless MP70 @5Ghz router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Customer will provide the following router for all vehicles:	Sierra Wireless MP70 @5Ghz
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Sierra Wireless MP70 @5Ghz will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	90	180	
	Mobile Data Terminal	45		
	Sierra Wireless MP70 @5Ghz	45		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install. Clip vs Rip installation removal: - It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. - A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 30 concurrent vehicles offloading at any given time.
	2 servers are required to facilitate the offload of in-car data to Evidence.com
	4 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Sierra Wireless MP70 @5Ghz will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Customer will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
	Servers will maintain a Sustained Disk Write Speed of Mbps.
	An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.

Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	3	Shifts	
	Maximum Offline Time	60	Days	
	Hours Of video Recorded Per Shift	2	Hours	
	Number of Vehicles per Shift at Site	30	Vehicles	
	Max Concurrent Vehicles Offloading	30	Vehicles	
	Available Internet Upload Bandwidth	1000	Mbps	
Variables	Vehicle Offload Time	60	Minutes	
	Wi-Fi Overhead	1	Percent	
	Network Protocol Overhead	1	Percent	
	Max Storage Utilization %	100	Percent	
Results	Data Size per Vehicle / Shift	6300	MB	

Network Considerations

Results	Required Throughput Per Verhicle	14	Mbps	
	Minimum Wi-Fi Speed	14	Mbps	
	Total Data per Shift	184.57	GB	
	Total Data per Day	553.71	GB	
	Total Offload Bandwidth	420	Mbps	
	Total Storage	3322265.63	GB	
	Required Sustained Network Bandwidth	473	Mbps	
	Sustained Disk Write Speed	53	Mbps	
	Min. Supportable Throughput to E.com	52.5	Mbps	
	E.com Throughput Difference	947.5	Mbps	

Notes

Sourcewell Contract #010720-AXN used for purchasing justification.

Execution of this quote will terminate contracts associated with Q-96986 (executed contract #00010106) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of \$32,000.00 (applied to Year 2 - Trade-In Debit) to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 12/1/2020-12/15/2020, resulting in a 1/1/2021 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

The parties agree that Axon is forgiving this debit via a discount in Year 2 - T7 Certification.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Kelsey Donohue at kelsey@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

IMPORTANT

Customer certifies that all Products will be removed from service to be destroyed and/or rendered permanently nonfunctional. Products must not be resold or redistributed. Destruction of Products should be performed according to Customer's policy. Axon is not responsible for Product warranty or any liability related to Products certified as destroyed, and reserves the right to require verification that destruction has been performed.

The undersigned represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Certificate of Destruction on behalf of the Agency.

Green Bay Police Dept. - WI

Product(s) to be Destroyed

Quantity

Signature

Date

Name (Print)

Title

Return this signed form, and your purchase order/quote (if applicable) to your sales representative and our returned materials authorization department at rma@axon.com.

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Author(s): **Anthony Braga, Ph.D., James R. Coldren Jr., Ph.D., William Sousa, Ph.D., Denise Rodriguez, M.A., Omer Alper, Ph.D.**

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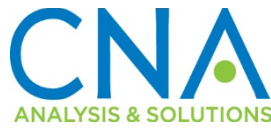
The Benefits of Body-Worn Cameras: new findings from a randomized controlled trial at the Las Vegas Metropolitan Police Department

Anthony Braga, Ph.D., James R. Coldren, Jr., Ph.D., William Sousa, Ph.D., Denise Rodriguez, M.A., Omer Alper, Ph.D.

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Cleared for public release.



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Distribution

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least one use of force report between the treatment and control groups over the pre-intervention and intervention periods represented a 12.5 percent difference in favor of the treatment group ($Z = 2.057$, $p < .05$). The proportional difference between the two groups over time represented a larger 40.7 percent difference in the percentage of treatment officers relative to control officers who generated at least one use of force report. The complete results of the complaint and use of force analyses can be found in Section III.

Officer Activity Outcomes

We calculated difference in difference (DID) estimator results of the panel regression models comparing pre-intervention and post-intervention monthly work activity levels for treatment officers with monthly work activity levels for control officers. We also compared the pre-intervention and intervention means and their percent differences for the various activity outcomes for the treatment and control officers. Holding group and period constant, the BWC intervention was not associated with any statistically significant changes in the monthly count of responses to dispatched call events, officer-initiated call events, and call events involving crime reports. However, controlling for group and period, the BWC intervention was associated with a statistically significant 6.8 percent increase ($p < .01$) in the monthly count of call events with citations issued and a statistically significant 5.2 percent increase ($p < .01$) in the monthly count of call events with arrests by the treatment officers relative to the control officers.

Cost-Benefit Analysis Analytic Approach

To better understand the costs and benefits of implementing the BWCs, we measured the annual costs and benefits per user (officer wearing a BWC for a year). The benefits derive from the estimated decrease of 25 complaints per 100 users, as well as the reduced cost to investigate each complaint (because of the available BWC video evidence), and the reduced amount of time it takes to resolve a complaint when video evidence is available. LVMPD provided the average processing and investigation cost for a typical complaint (with and without BWCs).

LVMPD covered the BWC installation, training, operation, and maintenance costs incurred during the study period. These costs included both one-time (e.g., facilities and infrastructure upgrades) and recurring costs (e.g., licenses and storage). Our analysis assumed an average call activity level similar to that observed during the period of analysis (approximately 30 call events per officer per month between March 1, 2011, and September 30, 2015). Assuming a higher call activity (together with a constant rate of complaints per call) would result in greater benefits because a larger number of complaints would be avoided.

Cost-Benefit Analysis Results

We estimated the cost of labor required to investigate an average complaint, with and without BWC evidence. According to data provided by LVMPD, BWCs save over \$6,200 in officer time spent investigating an average complaint, compared to complaint investigations for officers without BWCs.

We estimated the annual monetary benefits per BWC user, using the results of the impact evaluation. Based on the difference-in-difference estimate from the impact evaluation, the BWC user group would have had an average of 0.25 (25 complaints per 100 users) more complaints (0.84) without the BWCs. We estimate that LVMPD realizes benefits of \$4,006 per BWC user per year. These benefits are driven primarily by the reduced cost of investigating complaints.

We estimated the costs incurred by LVMPD during FY14 to implement the BWC program. Many of the costs were up-front investments in assets that have useful lives exceeding one year and/or that can support BWC users beyond the initial 200. In consultation with LVMPD personnel, we estimated the useful life of these assets and apportioned the cost equally over the useful life. To calculate a standard cost per user per year we also indicate the number of BWC users to which each cost applies.

We estimate that BWCs cost between \$828 and \$1,097 per user per year, and generate net annual savings of between \$2,909 and \$3,178 per user. BWCs generate savings mainly through significantly faster investigation of complaints. We assume that there would be 0.84 complaints per officer each year in the absence of BWCs (the average during the pre-implementation period of the BWC study). The “break-even” level of complaints occurs between 0.23 and 0.27 complaints per officer per year. At the break-even level, the costs avoided by BWCs would just offset the costs to implement BWCs.

Most notably, further applying the cost-benefit estimates to all 1,400 patrol officers (again assuming there would be 0.84 complaints per officer each year in the absence of BWCs) suggests BWC net annual savings of \$4.1 million to \$4.4 million department-wide.

Conclusions and Implications

The results of this RCT suggest that the placement of BWCs on LVMPD officers reduced complaints¹² and use of force reports for treatment officers relative to non-BWC wearing control officers. These results support the position that BWCs may de-escalate

¹² We also observed a two-week reduction in the time required to resolve complaints for officers wearing BWCs.

aggression or have a “civilizing” effect on the nature of police-citizen encounters. The complaint and use of force reductions associated with placing BWCs on police officers may be particularly important for improving police-community relations in impoverished minority neighborhoods. We found that BWC-wearing officers generated moderately more arrests and issued more citations than their control counterparts. Extrapolating BWC costs and benefits to a department-wide implementation, we estimated that BWCs could produce a net annual savings of \$4.1 million to \$4.4 million.

The findings of this study suggest that BWCs have strong potential to benefit police agencies and communities alike. Not only do they reduce complaints against officers and use of force incidents in large measure (and the corresponding costs of resolving those complaints and use of force incidents), they seem to increase police productivity, evidenced by the modest but significant increases in police citations and arrests. Further research is needed on this count to determine whether bias exists in the increased stops and arrests, and whether this increase in productivity has negative effects on community perceptions of police. Our study also suggests that the benefits of cameras (at least in terms of cost savings due to the reduction in complaints) far outweigh the costs of the BWC program. This too requires additional research —the benefits might not be so great in a community characterized by positive police-community relations prior to the introduction of BWCs. As the policing profession moves towards further implementation of BWCs, jurisdictions implementing BWCs will hopefully be open to rigorous research regarding outcomes and cost-benefit analyses, as well as the unintended benefits or consequences of their implementation.

Further research is needed to determine whether the increases in enforcement activity were driven by enhanced officer confidence that the video evidence would be used to hold offenders accountable for their transgressions, officers’ concerns that supervisors who view videos of the interactions would hold them accountable for their discretionary actions, or both. Further research would help determine whether increased arrest and citation activity affected communities of color or other communities of concern disproportionately. It is also unknown how the observed increased enforcement activity of BWC officers might influence police legitimacy. It is possible that increased enforcement activity associated with BWCs might enhance legitimacy by improving police effectiveness in controlling crime, the departments’ capacity to hold offenders accountable, or both.

Alternatively, increased enforcement activity could undermine police legitimacy if citizens view increased arrests and citations as harmful to their communities. Citizens’ appraisals of the police are largely influenced by the style of policing in their communities. Policing strategies that emphasize increased investigative stops, criminal summonses, and misdemeanor arrests across jurisdictions have been shown

to generate concern about racial disparities¹³ and are suggested to contribute to the increased incarceration of young minority males.¹⁴ The findings of this RCT raise the possibility that, in our most vulnerable neighborhoods, increased enforcement activity associated with the placement of BWCs on officers could possibly undermine the improvement in citizen perceptions of the police generated by reductions in complaints and use of force incidents.

¹³ Jeffrey Fagan, Amanda Geller, Garth Davies, and Valerie West, “Street Stops and BrokenWindows Revisited: The Demography and Logic of Proactive Policing in a Safe and Changing City,” in *Race, Ethnicity, and Policing*, ed. S. Rice and M. White (New York: New York University Press, 2010).

¹⁴ Charles Epp, Steven Maynard-Moody, and Donald Haider-Markel, *Pulled Over: How Police Stops Define Race and Citizenship* (Chicago: University of Chicago Press, 2014); James Jacobs, *The Eternal Criminal Record* (Cambridge, MA: Harvard University Press, 2015); and Kathryn Young, and Joan Petersilia, “Keeping Track: Surveillance, Control, and the Expansion of the Carceral State,” *Harvard Law Review* 129, (2016): 1318–1360.



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices will replace broken or non-functioning units. If Agency utilizes a Spare Axon Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Axon Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Axon Devices provided. If Agency returns the Spare Axon Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. ~~Upon request, Axon will supply certificates of insurance shall present to the City a Certificate of Insurance with coverage and minimum policy limits as follows:~~
- 12.1. General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.
- 12.2. Business Automobile Coverage
- a. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
- b. Must cover liability for "Any Auto" – including Owned, Non-Owned and Hired Automobile Liability.
- 12.3. Workers Compensation and Employers Liability
- a. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
- \$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease – Each Employee
- 12.4. Waivers of Subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability and Automobile Liability.
- 12.5. The insurance coverage required must be provided by an insurance carrier with "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.
- 12.6. The City, its officials, employees, and agents shall be named as "Additional Insured" on all Liability Policies.
- 12.7. All insurance shall be primary to the Additional Insured and non-contributory to any other insurance, self-insurance or other similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:
Written Notice of Cancellation or Non-Renewal shall be sent to the City no less than thirty (30) days prior to such cancellation or non-renewal at the following address:
City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301
Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.
- 13 **Indemnification.** Axon will indemnify, defend, and hold harmless Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions

Comment [RM1]: Waiting to hear from CVMIC regarding amounts and whether general liability protects against a cyberattack or data breach resulting in loss of data.

to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

- 15 **IP Indemnification.** Axon will indemnify, defend, and hold harmless Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Convenience.** Upon 90 day written notice to Axon, Agency may terminate this Agreement without cause.
- 17.4 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Pricing is not considered a trade secret, and as such, Agency will not be subject to the burden of notifying Axon when a records request calls for pricing information. Notwithstanding other provisions, this Agreement should be interpreted to comply with Chapter 19 of the Wisconsin Statutes as it relates to Open Records requirements. Axon may publicly announce information related to this Agreement.
- 19 **General.**
- 19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.



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19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees, ~~representatives, agents and volunteers thereof,~~ will discriminate against any person ~~on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking based on race, religion, creed, color, sex, gender identity and expression, pregnancy, childbirth, breastfeeding, medical conditions related to pregnancy, childbirth, or breastfeeding, sexual orientation, marital status, age, national origin, ancestry, genetic information, disability, veteran status, or any class protected by local, state, or federal law.~~

Comment [RM2]: This change is to reflect the same antidiscrimination language used throughout City policies and agreements.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Green Bay Police Department
Attn: Chief of Police
Street Address 307 S Adams Street
City, State, Zip Green Bay, WI 54301
RecordRequest@greenbaywi.gov Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

19.13 Counterparts. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

Comment [RM3]: Which email address should be used at the PD for legal notices?

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____ Eric
Genrich

Title: _____
Mayor – City of Green Bay

Date: _____

Agency

Signature: _____

Name: Andrew Smith

Title: Chief of Police – Green Bay Police Dept.

Date: _____

Agency

Signature: _____

Name: _____

Title: Deputy Clerk – City of Green Bay

Date: _____

Axon Cloud Services Terms of Use Appendix

1 Definitions.

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 4 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency’s account or Agency Content, or if account information is lost or stolen.



Master Services and Purchasing Agreement

- 6 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services

needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence



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Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

4 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

5 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

6 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

7 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

8 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

9 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by

Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed (“**Installation Site**”) per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 10** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 11** **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish



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or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Aware is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1** **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2** **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3** **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.

Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 8, 2020

PREPARED BY

AGENDA ITEM # E.2

Request for approval to purchase a used tractor replacement from Service Motor Company for \$41,750.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Quote Farmall 90C

 PEOPLE. PRODUCTS. SERVICE YOU CAN TRUST!		W9614 Hwy 96 Dale, WI 54931 (920) 779-4311 ☐	N5560 CTH D Fond Du Lac, WI 54937 (920) 923-1768 ☐	3969 Champeau Rd. New Franken, WI 54229 (920) 468-7700 ☒
		6639 Hwy 66 Stevens Point, WI 54482 (715) 592-4111 ☐	831 N. Main 55 Seymour, WI 54165 (920) 833-2378 ☐	4047 Co. Rd. WW Wausau, WI 54401 (715) 675-0052 ☐
SALES ORDER				

New Customer	☐	Customer #		Date	November 23, 2020				
Company		City of Green Bay Public Works		Phone	(920) 680-6164				
Name		Nathan Wachtendonk		Cell					
Bill to Address		519 S Oneida St		City	Green Bay	ST	WI	ZIP	54303
Ship to Address				City		ST		ZIP	
County		Brown		Email					

How did you hear about us?		How would you like to hear about our specials?	
-----------------------------------	--	---	--

NEW	USED	MAKE/MODEL	WEIGHT (lb)	HOURS	STOCK #	SERIAL #	AMOUNT
	x	Case Farmall 90C	8800	97.00	G00734	ZHLF50114	55,250.00
							-
							-
							-
							-
							-

ADDITIONAL DESCRIPTION / INFORMATION
 Case Farmall 90C tractor, cab, heat, A/C, air ride seat, Ag tires, 3pt, 540/1000 PTO, 2 rear remotes, 12x12 power shuttle transmission, front loader with self leveling, 84" bucket with cutting edge and skid steer coupler.

TRADE IN (IF APPLICABLE)							
YEAR	MANUAL	MAKE/MODEL	DESCRIPTION	HOURS	STOCK #	SERIAL #	ALLOWANCE
2013		Case Farmall 85C	Tractor loader	6805			13,500.00

LIEN INFORMATION				Tax Exemption	Discounts
Lien Amount:		Account Number:		Form ☒ Credit Application ☐ Validated ID/Copy ☐	Delivery Charge
Lien Holder:		Lien Due Date:			Subtotal
Information:					55,250.00
					Trade Allowance
					13,500.00
					Lien Amount
					-
					Subtotal
					41,750.00
					Sales Tax
					0.00%
					Convenience Fee
					-
					Down Payment
					-
					Filing Fees
					-
					Balance
					41,750.00

PAYMENT TYPE			
Cash	x	Finance	☐
Down Payment (\$)		Down Payment (\$)	
Payment Method		Payment Method	
Date of Payment		Date of Payment	
Balance		Financed with	
Date of Payment		Date of Contract	
Other			
Insurance?		Rate/Terms/Freq	

DATE OF ESTIMATED DELIVERY OR PICK UP		
Delivery	x	
Pick Up		

NOTICE TO PURCHASER

- 1 Read this contract before you sign it.
- 2 You are entitled to an exact and completely filled in copy of this contract. Keep it to protect your rights.
- 3 Purchaser acknowledges receipt of a fully completed copy of this contract and purchaser waives notice of the acceptance or rejection of this order by the seller.
- 4 Seller and Manufacturer make no representations or warranties express including the implied warranties or merchantability except as provided.
- 5 In the event of dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of cancelling this order in writing immediately on being notified thereof.
- 6 Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-in Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interest, except to the extent shown on this Purchase Order.
- 7 Used Equipment covered by this Purchase Order is sold AS IS, WHERE IS, with no representations or warranties, unless otherwise specified in writing.
- 8 This deal is null and void if any or all of the following deviations exist related to unit being traded in; (1) Substantial changes in use (> than 100 hours from agreement date) or (2) Equipment is not as represented by customer at time of agreement date or as originally evaluated by Service Motor Company.

Purchaser _____	Chad Kobiske Sales Representative	Date _____	Authorized Dealer Signature _____
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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 8, 2020

PREPARED BY

AGENDA ITEM # E.3

For consideration with possible action the distribution of required communication from new auditing firm Baker Tilly US, LLP.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Cover Letter - Planning letter to governance
2. Green Bay, City of (WI) - AUD 12-31-2020 - BT - Planning letter to gover...



Baker Tilly US, LLP
Ten Terrace Ct
PO Box 7398
Madison, WI 53707-7398

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

November 23, 2020

Ms. Diana Ellenbecker, Finance Director / Comptroller
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301-5026

Dear Ms. Ellenbecker:

Under auditing standards section AU-C 260, "The Auditor's Communication with Those Charged with Governance," we are required to inform your governing body about a number of things relative to our audit of the City of Green Bay's December 31, 2020 financial statements.

Enclosed is a letter to them which addresses those items. Please make sure that every member of the governing body receives a copy of this at an upcoming meeting. There is no official action required. However, the letter does ask for their input about various aspects of our audit. If they wish to respond, we have provided a phone number and email address for that purpose. Please let me know if you would like paper copies for the City Council members.

At the conclusion of the audit, we will revisit this communication both with another written letter, and, if we present reports at a meeting, we can discuss it with them at that time.

Thank you for your assistance with this requirement. Please give me a call with any questions.

Very truly yours,

BAKER TILLY US, LLP

A handwritten signature in dark ink, appearing to read "Carla A. Gogin".

Carla A. Gogin, CPA, Partner
Enclosure

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City Council
City of Green Bay
100 North Jefferson St.
Green Bay, WI 54301

Thank you for using Baker Tilly US, LLP as your auditor.

There are auditing standards that are intended to provide communication to you as the people charged with governing the city.

Specifically, we are required to communicate certain things during the planning and completion phases of the audit. The following items are presented to you for your consideration. You do not need to take any action on this letter unless you wish to contact us with relevant information as noted later in this document.

- a. The auditor is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of those charged with governance are presented fairly, in all material respects, in conformity with generally accepted accounting principles.
- b. The audit does not relieve management or those charged with governance of their responsibilities.
- c. An audit performed in accordance with generally accepted auditing standards is designed to obtain reasonable but not absolute assurance that the statements are free of material misstatement.
- d. Our consideration of internal control is to determine a basis for designing audit procedures and not for the purpose of expressing an opinion on internal control.
- e. The auditor is responsible for communicating significant financial statement related matters to those charged with governance; however, the auditor is not required to design procedures to find such matters.
- f. The financial statement document may also contain other information for which we have the following responsibility:
 - 1) Supplementary Information – “In relation to” audit coverage
 - 2) Required Supplementary Information – Limited procedures
 - 3) Other Information – No audit coverage

With regard to the audit of your December 31, 2020 financial statements, the following points are an overview of our scope and timing:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.

- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
 - > Identify types of potential misstatements.
 - > Consider factors that affect the risks of material misstatement.
 - > Design tests of controls, when applicable, and substantive procedures.
- c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits performed in accordance with *Government Auditing Standards*, our report will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.
- d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.
- e. We address the significant risks or material noncompliance, whether due to fraud or error, through our detailed audit procedures.
- f. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material noncompliance related to the federal and state awards whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of the federal and state awards and to determine whether they have been implemented. We will use such knowledge to:
 - > Identify types of potential noncompliance.
 - > Consider factors that affect the risks of material noncompliance.
 - > Design tests of controls, when applicable, and other audit procedures.

Our audit will be performed in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*.

We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits done in accordance with *Government Auditing Standards*, the Uniform Guidance, and the *State Single Audit Guidelines*, our report will include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance and, (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and the Uniform Guidance and the *State Single Audit Guidelines* in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

- g. Your financial statements contain components, as defined by auditing standards generally accepted in the United States of America, which we also audit.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the governing body has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. We anticipate that the city will receive an unmodified opinion on its financial statements.
- e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- f. Have you had any significant communications with regulators or grantor agencies?
- g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness, and actions of the governing body concerning:

- a. The entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here are some general observations. If necessary, we may do preliminary audit work during the months of October-December, and sometimes early January. Our final fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing, and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what it means, or wish to provide other feedback. We welcome the opportunity to hear from you. Please contact your engagement partner, Kim Shult, at 1.612.876.4912 or email at kimberly.shult@bakertilly.com. We look forward to hearing from you.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 8, 2020

PREPARED BY

AGENDA ITEM # E.4

Resolution for state trust fund loan for \$340,000 (financing reevaluation assessment service for the City 2020-2022) approved at the Common Council meeting November 10, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RESOLUTION - STATE TRUST FUND BORROWING - 2020 Reevaluation assessment service

RESOLUTION FOR STATE TRUST FUND LOAN
(Financing Reevaluation assessment service)

December 15, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed; and

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Green Bay, in the County of Brown, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Three Hundred Forty Thousand 00/100 Dollars (\$340,000.00) for the purpose of financing reevaluation assessment service for the City 2020-2022 and for no other purpose.

The loan is to be payable within 5 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at a rate of 2.50 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property within the City of Green Bay, in the County of Brown, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Green Bay by such loan from the state be applied or paid out for any purpose except financing reevaluation assessment service for the City 2020-2022 without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the Mayor and Clerk of the City of Green Bay, in the County of Brown, Wisconsin, are authorized and empowered, in the name of the City, to execute and deliver to the Commission certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the City pursuant to this resolution. The Mayor and Clerk of the City will perform all

necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

Page 2

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the Clerk of this City forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Adopted _____

Approved _____

Eric Genrich, Mayor

Kris A. Teske, Clerk



Report to the
Joint Finance/Personnel Committee
of the City of Green Bay

MEETING DATE

December 8, 2020

PREPARED BY

AGENDA ITEM # E.5

To refer to staff a request by Ald. Wery to the Finance committee which states: "Due to ongoing reasons of 'inadequate staffing' and 'prioritizing of tasks' in our Law Dept, I am requesting we hire City Ethics Inc, or a similar qualified party, to draft revisions to the city's Code of Ethics and Code of Conduct as recommended in their 2018 findings paid for by the City of Green Bay" with request that they return to the next Finance committee meeting with an approximate window of how long it will take to complete the project internally in addition to providing recommended actions should we need to outsource the service. Motion carried.

BACKGROUND

Supporting documentation for this item can be found in the 11/02/20 Joint Finance/Personnel Committee meeting packet and the 11/17/20 Finance Committee meeting packet.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 8, 2020

PREPARED BY

AGENDA ITEM # E.6

For consideration and possible action on the status of pending litigation in Harris v. Meves et al.

The Committee/Council may convene in closed session pursuant to Section 19.85(1)(g) Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee/Council may, thereafter, reconvene in open session pursuant to Section 19.85(2) Wisconsin Statutes to report any actions taken during the closed session and to consider all other matters on the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

December 8, 2020

PREPARED BY

AGENDA ITEM # E.7

Report of the Claims Committee.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL - Claims Committee Rpt December 2020